

AGREEMENT FOR COST REIMBURSEMENT
BETWEEN THE CITY OF ANKENY
AND THE ANKENY COMMUNITY SCHOOL DISTRICT

WHEREAS, the City of Ankeny, Iowa, hereinafter referred to as “the City”, and the Ankeny Community School District, hereinafter referred to as the “the School District”, and collectively hereinafter referred to as “the parties”, desire to enter into an Agreement pursuant to Chapter 28E and Section 422A.2 of the Code of Iowa to undertake a certain project hereinafter described; and

WHEREAS, the City and the School District agreed to cooperate regarding costs associated in constructing and improving State Street north of NW 18th Street to accommodate a new School District facility; and

WHEREAS, the City and School District committed to enter into a 28E agreement to undertake and cost share in the improvements to State Street in the amount of One Million Dollars (\$1,000,000.00) each; and

WHEREAS, the School District has determined to construct a school building along State Street north of 18th Street;

NOW, THEREFORE, IT IS AGREED between the parties as follows:

1. Purpose.

Because of the common interests of the City and the School District, it is in the public interest and is the purpose of this Agreement for the City and the School District to join together to develop and improve State Street north of 18th Street to serve the needs of the community and the school. This agreement shall extend to all improvements, repairs, enlargements or alterations of State Street not to exceed the amount of \$1,000,000 each.

2. Undertakings of the City.

- A. The City shall develop the site plans for any street improvements, extensions of public utilities, and traffic control for State Street north of 18th Street and south of N.W. 30th Street in consultation with the School District. The City and the School District shall confer on the priorities and scheduling needed to address the opening of the school facility on or about August 1, 2013.
- B. The City shall contract for the necessary improvements.
- C. The City shall be responsible for one half of the costs associated with the specific State Street improvements needed to accommodate the new school facility up to a maximum amount of \$1,000,000 of City funds.

3. Undertakings of the School District.

- A. The School District agrees to consult with the City regarding the design and access needs of the school facility to be built on State Street north of 18th Street.
- B. The School District agrees to reimburse the City for one half of the costs of improving State Street up to a maximum of \$1,000,000 in school district expenditures. Said reimbursement shall be made within sixty (60) days of the completion of each contract of improvement and final acceptance of the project by the City.

4. Mutual Agreements Regarding Costs, Distribution of Funds and Payment.

The City shall maintain an accurate accounting of all costs related to the joint project and make such records available to the School District for review. The School District agrees to pay its share of the costs upon completion of the project and final acceptance by the City.

5. Miscellaneous provisions.

- A. This Agreement creates rights and obligations only between these two parties as governmental entities, and is to be interpreted, applied, and enforced by these entities only. It is not intended and shall not be interpreted to create any rights, title, or interest in any other person, firm, corporation, or entity, whether or not resident or taxpayer of either party, and whether directly or as a third party beneficiary.
- B. This Agreement is a joint exercise of governmental powers, pursuant to Iowa Code Chapter 28E. It does not create a separate legal entity and creates no governing board. The City Manager of the City and the Superintendent of the School District shall administer performance of this Agreement.
- C. The effective date of this Agreement shall be the later of approval dates of the two parties. This Agreement shall be in full force and effect until such time as all undertakings agreed upon by and between the parties have been fully complied with by each party. The termination of the Agreement shall not relieve any party to this Agreement of any obligation or liability arising during the term of the Agreement. This Agreement may be amended at any time upon approval of both parties. Each party shall own in its own name the personal property and the real estate acquired under the terms of this Agreement as set out herein, and shall retain such ownership rights upon the completion or termination of this Agreement.
- D. If any section, provision, or part of this Agreement shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this

Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

- E. The parties shall approve this Agreement by resolution, which resolution shall authorize the execution of this Agreement. It shall then be filed in the office of the Iowa Secretary of State and the Polk County Recorder in accordance with Chapter 28E of the Code of Iowa. This Agreement shall become effective when recorded in the Polk County Recorder's office and shall remain in effect, unless terminated as provided herein.

DATED at Ankeny, Iowa, this 5th day of April, 2010.

Approved:

**ANKENY COMMUNITY SCHOOL
DISTRICT**

By: _____

President

Attest:

By: _____

Secretary

Approved:

CITY OF ANKENY, IOWA

By: _____

Mayor

Attest:

By: _____

City Clerk